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Supreme Court of Kentucky
CASE NO. 2014-SC-000549

KENTUCKY COURT OF APPEALS
CASE NO. 2013-CA-000612-MR

On Appeal From Franklin Circuit Court
Civil Action No. 12-CI-1441

COMMONWEALTH OF KENTUCKY,
KENTUCKY DEPARTMENT OF INSURANCE,

and

SHARON P. CLARK, in her official capacity as COMMISSIONER,
KENTUCKY DEPARTMENT OF INSURANCE, **APPELLANTS**

v.

UNITED INSURANCE COMPANY OF AMERICA,
THE RELIABLE LIFE INSURANCE COMPANY,
RESERVE NATIONAL INSURANCE COMPANY,

APPELLEES

BRIEF OF AMICI CURIAE OF THE INSURANCE INSTITUTE OF KENTUCKY AND THE NATIONAL ALLIANCE OF LIFE COMPANIES IN SUPPORT OF APPELLEES

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CERTIFICATE OF SERVICE

It is hereby certified pursuant to CR 76.12(6) that on this 27th day of October 2015, copies of this Brief were served via overnight delivery upon: Hon. Jack Conway, Attorney General, 700 Capitol Avenue, Suite 118, Frankfort, KY 40601; Peter Ervin, Executive Director, Public Protection Cabinet, Office of Legal Services, Capital Plaza Tower, 500 Mero Street, 5th Floor, Frankfort, KY 40601; Tim West, Acting General Counsel, Kentucky Department of Insurance, The Office of Legal Services, Insurance Legal Division, 215 West Main Street, Frankfort, KY 40601. It is also certified that the record on appeal was not removed from the office of the Clerk of the Franklin Circuit Court.

Counsel for Amicus Curiae

STATEMENT OF POINTS AND AUTHORITIES

INTEREST OF THE AMICI CURIAE

The Insurance Institute of Kentucky ("IIK") and the National Alliance of Life Companies ("NALC" and, together, "*Amici*") respectfully submit this brief as *Amici Curiae* in support of Appellees. *Amici* urge this Court to affirm the Court of Appeals' conclusion that the Unclaimed Life Insurance Benefits Act (the "Act"), KRS 304.15-420, does not apply to policies issued prior its effective date.

The IIK is a non-profit Kentucky corporation dedicated to educating, supporting and assisting consumers and industry participants in the Kentucky insurance market. Its membership includes national insurance companies, Kentucky-based insurers, national insurance trade associations, agents, brokers, and other insurance-related organizations. The NALC is a national trade association of stock and mutual life and health insurance companies dedicated to serving the needs, and giving voice to the perspectives, of small and mid-size insurers.

ARGUMENT

The Act requires a sea-change in insurers' existing claims investigation and settlement practices. *Amici*'s members doing business in Kentucky have underwritten their life insurance policies based on these well-established practices, which are consistent with and often *required by* the terms of the Kentucky Insurance Code. *Infra* Part I.A. Applied retroactively, the Act's changes fundamentally alter the contractual terms of millions of pre-existing life insurance policies, imposing substantial and entirely unexpected burdens on insurers.

For decades, it has been well-established in Kentucky, and throughout the country, that an insurer has an obligation to investigate a claim and pay death benefits

only *after* the insurer receives due proof of death from a beneficiary or the insured's estate. *Infra* Part I.A. This arrangement is reflected in standard contractual provisions in countless life insurance policies that have been approved by state insurance departments across the country, including the Kentucky Department of Insurance (the "Department"), and it is mandated by numerous state insurance laws and regulations.

This allocation of responsibilities between the insurer and the insured's beneficiaries or estate results in the efficient and timely payment of claims in the vast majority of cases. In the rare event that an insurer does not receive due proof of death, Kentucky's Unclaimed Property Law requires the insurer to pay the policy proceeds—either to the insured's beneficiary or estate or (in cases where the insured cannot be located) to the Treasurer—when the insured reaches an age set by law, typically age 99. *Infra* at 11.

The retroactive application of the Act repudiates this longstanding, contractually-based arrangement and requires insurers to regularly search for evidence of death and locate beneficiaries *before* they receive due proof of death from a beneficiary or the insured's estate. Specifically, the Act requires insurers to search for evidence of death at least twice per year by matching the names of their insureds against the Social Security Administration's Death Master File (the "DMF"). KRS 304.15-420(3). If a potential match is identified, the insurer must then confirm that the insured is deceased and that benefits are due, locate beneficiaries, and send the beneficiaries any claims forms. *Id.* 304.15-420(3)(b).

As the Court of Appeals held, the Act "clearly imposes new and substantive requirements which affect the contractual relationship between insurer and insureds."

(Opinion at 9.) "Most notably, the Act shifts the burden of obtaining evidence of death and locating beneficiaries from the insured's beneficiaries and estate to the insurer." *Id.* The General Assembly did not include any express statement in the Act that it intended these sweeping changes to apply retroactively. Thus, the Court of Appeals properly concluded that the Department has no power to enforce the Act in such a manner. *See* KRS 446.080(3) ("No statute shall be construed to be retroactive, unless expressly so declared.").

The Court of Appeals' opinion should be affirmed in order to preserve insurers' contract rights in the policies issued prior to the effective date of the Act. In addition, it is critically important to ensuring that life insurers retain the ability to provide cost-effective life insurance to the largest possible market of consumers that need it. If applied retroactively, the Act would impose particularly severe burdens on insurers, such as certain of the members of the IIK's members that offer home service, middle market, pre-need, and final expense insurance products. These products are also a core part of the business of the small and mid-sized insurers among the NALC's members. Home service, middle market, pre-need, and final expense insurance products are offered at affordable prices, typically have small face amounts, and generate modest premiums that are not sufficient to offset insurers' costs of retroactive compliance. Therefore, *amici* thus urge the Court to affirm the Court of Appeals' holding that the Act does not apply retroactively to life insurance policies issued before its effective date. KRS 446.080(3).

I. Retroactively Applying the Act Would Severely Disrupt Longstanding Industry Customs And Practices Established In Reliance On Contractual Rights.

The Act's infringement on contract rights is not limited to the Appellees or any language unique to their life insurance policies. Rather, the Act undermines the fundamental contractual arrangement which is virtually universal to life insurance policies issued in Kentucky and all other states.

A. It Is A Well-Established Practice For Life Insurance Policies To Condition Payment Of Benefits Upon The Insurer's Receipt Of Due Proof Of Death.

Life insurance policies uniformly provide that an insured's beneficiary or estate must furnish the insurer with due proof of death to trigger the insurer's obligation to process and pay a claim. Robert E. Keeton, *Basic Text On Insurance Law* 445–51 (1971) (notice and "due proof of death" are almost universal contractual conditions to an insurer's obligation to settle and pay claims).

This rule is not unique to life insurance, but is a cornerstone of the broader insurance industry. Insurance policies in a host of sectors—including automobile, property and casualty, and life insurance—"require[] that the insurer *receive* notice of a loss" as a prerequisite to payment. 13 Lee R. Russ & Thomas F. Segalla, *Couch on Insurance* § 187:3 (3d ed. 2012) ("*Couch*") (emphasis added). Thus, these policies "contemplate that notice of loss will be given by or for the insured," not procured through the insurer's own independent search. *Id.*

Consistent with this rule, courts in Kentucky and elsewhere consistently have recognized that the contractual requirement to furnish the insurer with proof of loss is a "condition precedent" to the insurer's obligation to investigate and pay claims under the policy. *See, e.g., Home Ins. Co. of N.Y. v. Johnson*, 11 S.W.2d 415, 415 (Ky. 1928)

("[F]urnishing of proof of loss is a condition precedent to the right to institute an action on the policy, and the insured must plead that he has furnished proof of loss in conformity with the provisions of the policy . . . ."); *Gen. Exch. Ins. Corp. v. Branham*, 178 S.W.2d 409, 410 (Ky. 1944) (same). The purpose of such contractual "proof of loss" provisions is to require the claimant to inform the insurer of facts surrounding the loss and to afford the insurer an adequate opportunity to investigate the claim, prevent fraud, and form an intelligent estimate of its rights and liabilities before it is obliged to pay. *Couch* § 186.22.[1]

These contractual requirements reflect a foundational principle of insurance law: It is the claimant's responsibility to establish the facts demonstrating his or her right to payment. By contrast, "the insurer has no duty to make an independent investigation to determine if the beneficiary is entitled to make a claim." *Couch* § 189:78. Prior to the Act, insurers never have been obligated to undertake affirmative steps to determine whether an insured has died or whether a claim is payable until due proof of death has been received. *See Andrews v. Nationwide Mut. Ins. Co.*, 2012 WL 5289946, at *4–*5 (Oh. Ct. App. Oct. 25, 2012) (Insurer's "recei[pt]" of "proof of death" "create[s] a clear and unambiguous condition precedent" that "demonstrate[s] [the insurer's] passive role in establishing an insured party's proof of death.").

The laws of the Commonwealth and virtually all states codify this principle. Under Kentucky law, an insurer's duty to investigate and pay a claim is triggered only when the insurer is "furnished" with "notice and proof of claim." KRS 304.12-235.

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[1] *See also McKay v. N.Y. Life Ins. Co.*, 50 A.2d 914, 916 (Me. 1947) (same); *Ligon v. Metro. Life Ins. Co.*, 64 S.E.2d 258, 263 (S.C. 1951) (same); *Kundiger v. Metro. Life Ins. Co.*, 15 N.W.2d 487, 494 (Minn. 1944) (same).

Kentucky law expressly states that the insurer "*shall not* . . . have any responsibility or liability for or with reference to the completion of such proof." *Id.* 304.14-270 (emphasis added). Numerous other states have adopted virtually identical rules requiring insurers to investigate and settle claims only after "due proof of death" is "received."[2]

The Act effectively repeals this statutory framework. If applied retroactively, this repeal would drastically alter the terms of life insurance contracts adopted under that framework. As the Court of Appeals recognized, retroactive enforcement "shifts the burden of obtaining evidence of death and locating beneficiaries from the insured's beneficiaries and estate to the insurer." (Opinion at 9.) This substantially alters existing contracts. *See infra* Part II.

B. This Well-Established Practice Is Commercially Reasonable And Is Supported By Pre-Existing Kentucky Laws.

The allocation of responsibilities in contracts issued under the prior statutory framework is sensible for multiple reasons. First, an insured's beneficiaries typically are family members likely to have the best access to information regarding the insured's death. Moreover, such individuals have a financial incentive to file a claim. Beneficiaries generally seek prompt access to life insurance funds to pay funeral expenses, bills, and other final expenses. Experience demonstrates that beneficiaries of

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[2] *See, e.g.*, Mich. Comp. Laws Ann. § 500.4030 ("There shall be a provision [in life insurance policies] that when a policy shall become a claim by the death of the insured, *settlement shall be made upon receipt of due proof of death* . . . ." (emphasis added)); Ohio Rev. Code § 3915.05 ("No policy of life insurance shall be issued or delivered in this state . . . unless such policy contains . . . a provision that when a policy becomes a claim by the death of the insured, *settlement shall be made upon receipt of due proof of death* . . ." (emphasis added)). *See also* Ala. Code § 27-15-13 (imposing identical condition); Del. Code Ann. Tit. 18, § 2914 (same); Fla. Stat. Ann. § 627.461 (same); 215 Ill. Comp. Stat. 5/224 (same); N.J. Stat. Ann. § 17B:25-11 (same); 40 Pa. Cons. Stat. Ann. § 510 (same); Tenn. Code Ann. § 56-7-2307 (same); Va. Code Ann. § 38.2-3312 (same); W. Va. Code § 33-13-14 (same).

life insurance policies timely report death to the insurer in an overwhelming majority of cases.

Second, this arrangement ensures that life insurance coverage remains affordable. Under existing contracts, a beneficiary or the insured's estate must submit due proof of death to trigger the insurer's obligation to investigate and pay a claim. As a result, insurers need not maintain elaborate claims-handling operations to search for potential deaths. This reduces overall expenses, and is particularly important for insurance products with lower face amounts. Consumers often seek these products to obtain coverage for the most basic end-of-life needs, and insurers must minimize expenses to keep these products affordable to the largest possible market of individuals who need them.

Appellants claim this arrangement follows from a "scheme" by insurers to use non-forfeiture provisions in the life insurance policies to draw down the accumulated value of policies for which no claim is submitted. (Appellants' Br. at 3.) Both the Court of Appeals and the Circuit Court properly ignored this unfounded allegation. Non-forfeiture provisions are "designed for the benefit of the insured." *Couch* § 77:28. Thus, Kentucky law *requires* insurers to include them in their policies. KRS 304.15-310 ("No policy of life insurance . . . shall be delivered or issued for delivery in this state unless it shall contain . . . (a) Paid up non-forfeiture benefit."). Without these provisions, if a policyholder failed to make a payment, the policy would lapse, eliminating the policyholder's right to *any* portion of the benefits. Non-forfeiture provisions prevent this result by using the policy's accumulated cash value to either (a) pay the policyholder's premiums to keep the policy in force, or (b) purchase a paid-up whole life benefit for the

policyholder, generally at a lower face amount than the original policy provided. In either case, the non-forfeiture provision keeps the policyholder better off than if the policy lapsed upon a single missed payment.

II. Retroactively Applying The Act Imposes Substantial New Burdens On Insurers That Their Existing Contracts Do Not Contemplate And Were Not Underwritten To Cover.

Existing life insurance policies do not account for the costly and time-consuming new obligations the Act requires. For decades, life insurers have processed claims and paid death benefits only after receiving due proof of death from the beneficiary. They have set premiums for existing life insurance policies based on this customary understanding. This practice is rooted in the terms of the contracts and in then-existing Kentucky law, which established that insurers had no obligation to investigate whether insureds were deceased or to locate beneficiaries. The Act cannot be enforced retroactively without substantially impairing these contracts.

A. Retroactively Applying The Act Would Impose Drastic And Unprecedented Changes On Insurers' Existing Claims Investigation And Payment Practices.

Enforcing the Act retroactively would impose significant new administrative costs on insurers and would substantially accelerate their statutory deadline for escheating unclaimed life insurance policy proceeds.

The Act Imposes Substantial New Administrative Costs On Insurers. Under existing contracts, upon furnishing the insurer with notice of death, the beneficiary or the insured's estate becomes the insurer's essential point of contact for providing all information needed to adjust the claim and pay beneficiaries. By contrast, the Act requires insurers to affirmatively undertake all of the essential steps to investigate a claim and determine whether it is payable. First, the Act requires insurers to "perform a

comparison of [their] insureds' in-force life insurance policies and retained asset accounts" against the DMF or an alternative database, "on at least a semiannual basis, to identify potential matches of its insureds." KRS 304.15-420(3)(a). To comply with this requirement, insurers must purchase access to the database through a third-party vendor, and must either hire consultants or build out internal systems and resources to conduct the searches. In addition, to verify the accuracy of potential matches, insurers must employ claims-handling specialists to review the matches against company records. Because the DMF sometimes contains inaccurate information,[3] it will not be uncommon for the database to generate "false positives"—*i.e.*, inaccurate matches with records of insureds who are not deceased, or records of individuals with names similar to the insured who are not the same person.

Second, for all "potential matches" identified through a DMF search, the Act requires insurers to perform a series of additional obligations, all "within ninety (90) days" of the match. *Id.* 304.15-420(3)(b). The insurer must (a) "[c]omplete a good faith effort . . . to confirm the death of the insured . . . against other records and information";

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[3] The DMF's administrator has publicly acknowledged the imperfections in the database. *See* National Technical Information Service, *Social Security Administration's Death Master File (DMF)*, http://www.ntis.gov/products/ssa-dmf.aspx (last visited Dec. 2, 2013) ("SSA authorizes the use of this database as a death verification tool, but notes that the Death Master File (DMF) may contain inaccuracies. Thus, SSA cannot guarantee the accuracy of the DMF."). The database contains the names of individuals who are not in fact deceased, and it omits the names of many who are. *See, e.g.*, Arthur D. Postal & Elizabeth D. Festa, *Death Master File Under Scrutiny At House Hearing*, LifeHealthPro (Feb. 2, 2012), http://www.lifehealthpro.com/2012/02/02/death-master-file-under-scrutiny-at-house-hearing; Julian Aguilar, *Concerns Raised After Living Voters Flagged As Dead*, The Texas Tribune (Sept. 12, 2012), http://www.texastribune.org/2012/09/12/concerns-raised-after-living-voters-flagged-dead/; Mike Morris & Peggy Fikac, *County Says State Erred With Lists of "Dead" Voters*, Houston Chronicle (Sept. 11, 2012), http://www.chron.com/news/houston-texas/article/County-argues-state-violating-law-on-dead-voter-3857831.php.

(b) "[d]etermine whether benefits are due"; and (c) "if benefits are due[,] . . . [u]se good-faith efforts . . . to locate the beneficiary or beneficiaries; and . . . [p]rovide the appropriate claim forms or instructions to each beneficiary to make a claim." *Id.* Unlike the practice under existing contracts, the insurer must engage in these efforts to obtain proof of death and locate beneficiaries without assistance from the deceased's family or estate.

Imposing the Act's requirements on insurers on a retroactive basis imposes far greater costs on them than prospective enforcement alone requires. If the Act is applied retroactively, insurers must search the DMF and verify matches on *all* of their in-force policies issued over the course of many decades, rather than just on new policies issued after the Act's January 1, 2013 effective date. These costs recur again and again. Insurers must complete the Act's DMF search and verification regimen every six months, incurring substantial burdens and costs during each semiannual compliance period that they would not face if the Act applied to new policies alone.

The Act prohibits insurers from charging their existing insureds for any of these costs. *Id.* 304.15-420(4). Thus, if it is enforced retroactively, it will deprive insurers of contractual rights with no opportunity for recompense, other than charging a higher premium than otherwise would be charged to new insureds, who do not benefit from retroactive enforcement.

The Act Accelerates Insurers' Statutory Escheat Deadlines. In addition to these new administrative expenses, the Act alters the definition of property escheatable to the Kentucky Treasurer, and thereby accelerates the deadline by which insurers must escheat proceeds on life insurance policies for which no claim has been received.

Kentucky's Unclaimed Property Law, in effect at the time *Amici*'s members issued their existing life insurance policies, required insurers to escheat unclaimed life insurance benefits three years after either (a) the date due proof of death was received, or (b) the date the insured reached the age of presumptive death established by Department regulation (*i.e.*, the "mortality limiting age"), which is typically age 99 under the regulations applicable to most life insurance policies in Kentucky. KRS 393.062; *see* 806 KAR 6:010, :060, :075.

Under the Act, by contrast, an insurer must escheat proceeds associated with policies on which a DMF match is confirmed within three years of that confirmation, even if due proof of death has never been received, and even if the insured has not yet reached the mortality limiting age. This eliminates insurers' legitimate contractual right to retain and invest such funds until one of those two conditions occurred. This right is "vital" to insurers' "contractual relationship[s]" because these "expected benefits" help to "support[] the administrative cost[s]" that insurers incur by processing and paying claims, and help to ensure a reasonable return from the premium prices established in the contracts. *See N.J. Retail Merchs. Ass'n v. Sidamon-Eristoff*, 669 F.3d 374, 387 (3d Cir. 2012). Indeed, because insurers collect less in premiums than the face amounts they ultimately pay out on many life insurance policies, insurers' ability to enforce this right is essential for the industry to function properly. Insurers set premium rates through careful actuarial analyses that justifiably rely on their contractual rights being enforced. *Allied Structural Steel*, 438 U.S. at 246.

The burdens the Act's retroactive enforcement would cause are especially onerous for insurers, including certain of the IIK's and NALC's members that offer home service,

middle market, pre-need, and final expense insurance policies, which typically have small face amounts. Complying with the Act generally requires the insurer to incur a set of fixed costs per policy to search the DMF, verify matches, and locate beneficiaries. These expenses have no relationship to the policy's underlying value. It generally will cost an insurer the same amount to search the DMF, verify false-positive DMF matches, and locate beneficiaries for a $10,000 policy as it will for a policy worth $1 million. Thus, for IIK and NALC members, the marginal costs of complying with the Act for small face-amount policies is substantially greater than for other types of insurance products. Indeed, when the costs of retroactive enforcement are compared to the typically modest premiums collected for most small face-amount policies, the burdens are particularly significant.

Finally, the administrative costs of the Act's retroactive enforcement are much greater when contrasted with the more reasonable costs prospective enforcement entails. Attempting to confirm death for older policies is more costly because many older policies pre-date electronic record-keeping and often did not capture identifying information which has now become commonplace, such as a Social Security number. If the Act applies only on a prospective basis to policies issued in 2013 or later, the task of verifying the accuracy of DMF matches on such policies, almost universally stored electronically, will be far more efficient and less expensive.

Similarly, prospective enforcement would enable insurers to set appropriate premium prices. By contrast, because insurers cannot pass along the costs of retroactive enforcement to existing insureds, *supra* at 10, those costs can only be passed on to new insureds that are not benefitted by them.

B. Kentucky Has Other, Less Intrusive Options Available To Achieve Its Objectives.

The experience of the *Amici's* members from other jurisdictions demonstrates that there are alternative, less-onerous means available for achieving the General Assembly's goal of ensuring that life insurance benefits are paid as swiftly as possible after the insured's death even with respect to policies issued prior to the effective date of the Act. These alternatives are highly effective and do not require retroactively altering existing contractual agreements.

For example, 13 states have organized "lost policy" databases that efficiently and effectively address the needs of beneficiaries who lack policy information without imposing onerous burdens on insurers.[4] "Lost policy" databases contain the contact information for all licensed insurers with in-force policies in a state. Under such programs, any beneficiary or estate may file notice with the Insurance Department that an

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[4] Alabama (http://www.aldoi.gov/pdf/legal/2012-11-ImplementationofLifeInsurance-AnnuitySearchService.pdf); California (https://ucpi.sco.ca.gov/UCP/LifeInsuranceSearch.aspx); Colorado (http://cdn.colorado.gov/cs/Satellite?blobcol=urldata&blobheadername1=Content-Disposition&blobheadername2=Content-Type&blobheadervalue1=inline%3B+filename%3D%22How+to+Locate+a+Lost+Life+Insurance+Benefit+When+You+Don%27t+Have+the+Policy.pdf%22&blobheadervalue2=application%2Fpdf&blobkey=id&blobtable=MungoBlobs&blobwhere=1251818753545&ssbinary=true); Iowa (http://www.iid.state.ia.us/node/2421252); Louisiana (http://www.ldi.louisiana.gov/consumers/insurance-type/life-annuities/life-insurance-policy-search); Missouri (http://insurance.mo.gov/consumers/life-annuities/lifepolicylocator.php); New York (http://www.dfs.ny.gov/consumer/lost_policy_find.htm); North Carolina (http://www.ncdoi.com/Consumer/Consumer_Life_Lost_Policy.aspx); Ohio (http://www.insurance.ohio.gov/Consumer/Pages/MissingLifeWebpage.aspx); Oklahoma (http://www.ok.gov/oid/Consumers/Consumer_Assistance/lifepolicylocatorservice.html); Oregon (https://www4.cbs.state.or.us/exs/ins/lift/index.cfm?fuseaction=home.life_instr); Rhode Island (R.I. Gen. Laws § 27-4-29); Texas (http://www.tdi.texas.gov/life/life.html). Puerto Rico has also adopted such a program. (http://www.ocif.gobierno.pr/UnclaimedProperty.htm).

individual has died. The Department then notifies all insurers in the state of the death, enabling them to determine whether the deceased holds a policy with them and, if so, to forward the appropriate claim forms to the beneficiaries.

Many of *Amici's* members already participate in such programs in other states, and experience shows these programs to be highly effective in helping beneficiaries to discover policies and file claims. Moreover, because these programs require the beneficiary or estate to notify insurers of the insured's death and also to provide proof of death, they do not entail the sweeping, costly, and unanticipated changes to existing practices that retroactive application of the Act would demand.

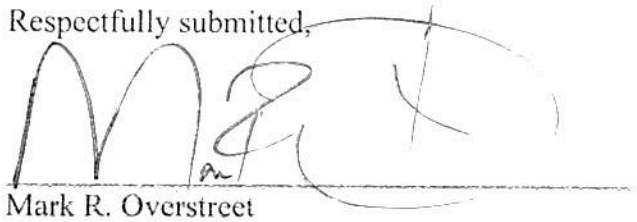
Lost policy databases are just one alternative approach that could protect the public policy interests the Act aims to promote without imposing unanticipated burdens on small and mid-sized insurers and the communities they serve.

CONCLUSION

For the foregoing reasons, *Amici* respectfully request that this Court AFFIRM the Court of Appeals' decision and declare that the Unclaimed Life Insurance Benefits Act, KRS 304-15.420, does not apply to any life insurance policies issued prior to the Act's effective date.

Dated: October 27, 2015

Respectfully submitted,



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